

90 Canal Street Boston, MA 02114-2031

EXHIBIT**VANTAGE**
THE VANTAGE GROUP

Delivery by Hand

TELEPHONE 617 | 878-6000
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October 25, 2000

Mr. John D. VerMaas, President
Mr. Gene Bracewell, Treasurer
Shriners Hospital for Children
2900 Rocky Point Drive
Tampa, FL 33607-1435

and

Mr. Robert Turnipseed
Imperial Potentate
Imperial Council Shrine of North America
2900 Rocky Point Drive
Tampa, FL 33607-1435

Dear Messrs VerMaas, Bracewell and Turnipseed:

You recently raised an issue regarding any potential postage deficiency claims that may be asserted against either the Imperial Council Shrine of North America and/or the Shriners Hospitals for Children (hereinafter individually and collectively referred to as "Shriners") as a result of the ongoing litigation between Vantage and the United States Postal Service. Currently, Vantage is vigorously defending against any and all of the alleged postage deficiency claims.

Given the long term relationship between Vantage and the Shriners, Vantage agrees to refrain from impleading the Shriners as a third party defendant in the current litigation between Vantage and the United States Postal Service, which is pending in Federal Court in Boston; provided, however, that the Shriners shall agree to amend Paragraph 13 of the Agreement by and between Vantage Financial Services, Inc. and Shriners Hospital for Children, dated June 17, 1999. A copy of the proposed amendment is attached.

This letter does not affect the rights or obligations of the parties pursuant to any other provisions of the agreement dated June 17, 1999 and referred to above.

This letter supersedes all prior oral or written communications relating to this subject matter.

Sincerely,

Lawrence C. Lyon
Senior Vice President
Sales & Marketing

Cc: Morris Goldings, Esquire, Mahoney, Hawkes & Goldings
Harry S. Melikian, Executive Vice President, The Vantage Group, Inc.

SHC 00872

Addendum

This Addendum is made to the Agreement To Provide Fund Raising, Consulting and Management Services ("Agreement") dated June 17, 1999. This Addendum is entered into this ____ day of October, 2000, by and between Shriners Hospitals For Children, a nonprofit corporation with its principal office located at 2900 Rocky Point Drive, Tampa, FL 33607 (hereinafter "Shriners"), and Vantage Financial Services, Inc., a Massachusetts corporation with its principal office located at 90 Canal Street, Boston, MA 02114 (hereinafter "Vantage").

Recitals

A. Shriners and Vantage are parties to the Agreement dated June 17, 1999.

B. In light of Vantage agreeing to refrain from impleading Shriners and the Imperial Council Shrine of North America as a third party defendant in any pending litigation between Vantage and the United States Postal Service, the parties desire to modify Paragraph 13 of the Agreement.

Agreement

Now, therefore, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the parties hereto covenant and agree to amend Paragraph 13 of the Agreement as follows:

Section 1.

Paragraph 13.1 of the Agreement is deleted.

Section 2.

Insert a new Paragraph 13.1 as follows:

"Paragraph 13.1 Breach and Event of Default

"If one party determines that the other party has breached the Agreement, then the non-breaching party shall give Notice to the other party within five (5) business days after discovery of the breach and shall state the nature of the breach in the Notice. If the breaching party fails to cure the breach within forty five (45) days from the date of Notice, then an event of default has occurred, and the non-breaching party may terminate the Agreement, provided, however, that the non-breaching party shall facilitate any effort to cure the alleged breach."

Section 3.

Paragraph 13.2 is amended as follows:

(a) Delete the heading and insert in lieu thereof: "Paragraph 13.2 Termination in the Event of Default."

(b) At the beginning of the first sentence of Paragraph 13.2 after the phrase, "In the event this Agreement is terminated," delete the words: "for any other reason than that provided in Section 13.1 hereof."

In Witness Whereof, we have executed this Agreement on behalf of Shriners and Vantage as of the Effective Date first entered above.

Vantage Financial Services, Inc.

By: Henry R. Lewis
Henry R. Lewis
President & Chief Executive Officer

Vantage Financial Services, Inc.

By: Lawrence C. Lyon
Lawrence C. Lyon
Senior Vice President Sales &
Marketing

COMMONWEALTH OF MASSACHUSETTS)ss.:
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for said Commonwealth, on the 25th day of October, 2000 by Henry R. Lewis, as President & Chief Executive Officer and Lawrence C. Lyon, Senior Vice President Sales & Marketing of Vantage Financial Services, Inc., a Massachusetts corporation, for the purposes therein expressed as the act and deed of said corporation. They are personally known to me. In witness whereof I hereunto set my hand and official seal.

John J. Muller
Notary Public 10/24/00
John J. Muller
Commission Expires:

MY COMMISSION EXPIRES AUGUST 23, 2001

Shriners Hospitals for Children

By: _____
John D. VerMaas
President

By: _____
Gene Bracewell
Treasurer

[illegible]

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for said State, on the _____ day of _____, 2000, by John D. VerMaas, as President and Gene Bracewell as Treasurer of Shriners Hospitals for Children, a Colorado corporation, for the purposes therein expressed as the act and deed of said corporation. They are personally known to me. In witness whereof I hereunto set my hand and official seal.

Notary Public _____
Notary's Name
Typed
My Commission Expires: